No. 80-1217

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

CITY OF GALLUP, *Petitioner,*

v.

FEDERAL ENERGY REGULATORY COMMISSION, *et al., Respondents.*

REPLY OF PETITIONER TO BRIEFS IN OPPOSITION

CHARLES F. WHEATLEY, JR.
WHEATLEY & WOLLESEN
1112 Watergate Office Bldg.
2600 Virginia Avenue, N.W.
Washington, D.C. 20037
(202) 337-5543

Counsel for Petitioner.

PRESS OF BYRON S. ADAMS PRINTING, INC., WASHINGTON, D.C.

QUESTION PRESENTED

1. Does the Federal Energy Regulatory Commission have the authority to order an increase in rates fixed by contract without complying with the legal standard mandated by this Court in *FPC* v. *Sierra Pacific Power Co.*, 350 U.S. 348 (1956)?

Parties To The Proceeding Below

City of Gallup, New Mexico

Federal Energy Regulatory Commission

Public Service Company of New Mexico

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REPLY OF PETITIONER TO BRIEFS IN OPPOSITION

OPINIONS BELOW, JURISDICTION, STATUTORY PROVISIONS AND STATEMENT OF THE CASE

The Opinions below, Jurisdiction, Statutory Provision and Statement of the Case have previously been set forth in the petition for a writ of certiorari.

INTRODUCTION

Pursuant to Rule 22.5 of the Supreme Court Rules of Practice, Petitioner City of Gallup (hereinafter Gallup) herewith submits this reply to the briefs in opposition of Respondents Federal Energy Regulatory Commission (hereinafter Commission) and Public Service Company of New Mexico (hereinafter PNM).

ARGUMENT

1. The Commission Made A Legal Determination

PNM categorizes the issue presented to this Court as a "fundamentally factual question of the intent of the parties to a contract" which this Court should be reluctant to review. Brief for Respondent PNM in Opposition (PNM Brief) at 6.

Categorizing the relevant administrative decisions as findings of fact is misleading. The Commission most decidedly did *not* make any factual investigation concerning the "intent" of PNM and Gallup. Instead the Commission made the purely legal determination that the *Sierra* decision, *FPC* v. *Sierra Pacific Power Co.*, 350 U.S. 348 (1956), does not apply to a contract that contains language recognizing the possibility of Commission-ordered changes. (App. 49). While this legal determination may have been reached via the interpretation of a contract:[1]

> the record nowhere discloses that the Commission arrived at its interpretation . . . on the basis of specialized knowledge. . . . On the contrary the opinions of the examiner and the Commission show that both treated the question as one to be determined simply by the application of ordinary rules of contract construction. . . . It is apparent that the Commission rested its determination upon a construction of the words of the contract as it supposed a court would interpret them.

Texas Gas Transmission Corp. v. *Shell Oil Co.*, 363 U.S. 263, 268-69 (1960) (footnote omitted).

---

[1] PNM notes that the D.C. Circuit has stated that Commission *Mobile-Sierra* decisions will be upheld if amply supported both factually and legally. PNM Brief at 6. This standard has not deterred the D.C. Circuit from overturning Commission rulings which had found the *Mobile-Sierra* decisions inapplicable to specific contracts, *e.g.*, City of Oglesby v. FERC, 610 F.2d 890 (D.C. Cir. 1979); Papago Tribal Util. Auth. v. FERC, 610 F.2d 914 (D.C. Cir. 1979).

Accordingly, any considerations of the scope of review of administrative determinations need not deter this Court from reviewing the decision of the Court of Appeals. *Id.* at 270.

Assuming, *arguendo*, that the Commission's determination is a finding of fact, such a finding is still reviewable by this Court in order to determine if it is "amply supported both factually and legally." PNM Brief at 6. Classifying the Commission decision as a finding of fact does not make the agency's flagrant and conscious disregard of Supreme Court precedent forgivable. The Commission, in effect, has slapped the face of the Supreme Court. Whether it was with the hand of law or the hand of fact is immaterial.

2. The Conflict With *Sierra* Exists Because The Commission Determined That *Sierra* Did Not Apply

PNM does not dispute the fact that the decisions below conflict with *Sierra*, but instead argues that *Sierra* does not apply to the PNM-Gallup agreement. PNM Brief at 6. This argument confuses petitioner's contention of a conflict with *Sierra* with an argument on the merits.

There is no language in either the *Sierra* decision itself or in any post-*Sierra* pronouncement of this Court indicating that *Sierra* does not apply to contracts containing language recognizing the possibility of Commission-ordered changes in rates. In fact, the contract before this Court in *Sierra* contained such a clause. *See* App. 117.

By its terms, *Sierra* applies to the PNM-Gallup contract. The Commission and the Tenth Circuit, however, did not apply the *Sierra* standard to the PNM-Gallup contract. Accordingly, the conflict between the decisions below and *Sierra* is "direct and irreconcilable." Gallup Petition at 12.

Arguing that the *Sierra* decision does not apply does not change the fact that the decisions below conflict with *Sierra*. It is precisely because the language of *Sierra* indicates that the decision *would* apply to the PNM-Gallup contract that the conflict exists.

3. *Sierra* Has Not Been Modified By The Courts Of Appeals

As support for the argument that *Sierra* is inapplicable, PNM cites *Louisiana Power & Light Co.* v. *FERC*, 587 F.2d 671 (5th Cir. 1979); *City of Kaukauna* v. *FERC*, 581 F.2d 993 (D.C. Cir. 1978); and *Richmond Power & Light Co.* v. *FPC*, 481 F.2d 490 (D.C. Cir.), *cert. denied*, 414 U.S. 1068 (1973). Respondents apparently feel that *Sierra* has been modified by *dicta* in decisions of the Courts of Appeal. Petitioner submits that if *Sierra* is to be modified that modification should emanate from *this* Court.[2] Indeed it is with the hope of receiving an express ruling concerning the scope of *Sierra* that this petition has been submitted.

That the quoted language of *Kaukauna, Richmond* and *Louisiana Power & Light* is *dicta* is obvious. In *Louisiana Power & Light*, the parties *stipulated* that the burden of proof issue was not involved in the appeal.[3] Thus, the remarks of the Fifth Circuit in that case are purely gratuitous.

While this Court may find the logic of the Fifth Circuit pursuasive in an ultimate disposition of this case on the merits, the language quoted by PNM, PNM Brief at 11-12, does not eliminate the conflict between the decisions rendered by the Commission and the Tenth Circuit in this proceeding and the holding of *Sierra*.

The specific manner of change *dictum* of the D.C. Circuit concerned either whether the "specific manner" allowed a utility unilaterally to file a rate increase, *Richmond*, 481 F.2d at 494, or whether unilaterally filed rates were allowed to become effective prior to a final Commission determination that the new rates were lawful, *Kaukauna*, 581 F.2d at

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[2] As noted by petitioner, Gallup Petition at 10-11, the latest statement concerning *Sierra* made by this Court indicated that the Commission is *without authority* to raise rates above contract levels without complying with *Sierra*. FPC v. Texaco, 417 U.S. 380, 391.

[3] This stipulation is reprinted as an Appendix to this reply. (Reply App. 1a).

995. Those decisions did not address the issue of whether *Sierra* was applicable to contracts containing clauses similar to Article XII of the PNM-Gallup agreement.

Even if *Louisiana Power & Light, Richmond* and *Kaukauna* were relevant, Respondents' reliance on those decisions would be misplaced. By equating the authority conferred upon the Commission by the Federal Power Act with the "mechanics of rate change", Respondents misconceive the structure of the Act. Sections 205 and 206 of the Act are *not* "alternative rate-changing 'procedures.' " 350 U.S. at 340, *see* Gallup Petition at 8. The power given the Commission to review rates made in the first instance by electric utilities exists independently of any contract.

A party to a rate contract has a right to request a Commission investigation of existing rates. This right is *statutory*, not contractual. In investigating existing rates under Section 206 of the Act, the Commission is acting pursuant to a statute not pursuant to a contract.

Accordingly, the authority of the Commission to change contract rates is governed by the Federal Power Act as interpreted by the Supreme Court, not by a contract interpreted by the Commission. Section 206 of the Act has been interpreted by this Court as requiring a finding that *existing* contract rates are so low as to conflict with the public interest whenever the Commission orders an increase in rates above the contract level. 350 U.S. at 355. As noted by the Commission itself, *Sierra* limits the statutory authority of the Commission. *Carolina Power & Light Co.*, 47 F.P.C. 1, 4 (1972). This limitation applies to every Section 206 investigation whose result is a Commission order raising rates above contract levels. The limitation is required in order to effectuate the purposes of the Act. 350 U.S. at 355.

Louisiana Power & Light, Kaukauna, and *Richmond* do not alter the statutory requirements of the Act articulated by this Court in *Sierra*. The precedent established by those deci-

sions in does not change the fact that the decisions of the Commission and the Tenth Circuit in this case conflict with *Sierra*.

Even if the Commission's statutory authority is viewed as part of the mechanics of rate change, *Kaukauna* and *Richmond* make clear that the principles of *Sierra* extend to those mechanics. In fact, those decisions applied *Mobile-Sierra* principles to contracts envisioning change by the Commission. Thus, the applicability of the *Sierra* rule to contracts "changeable in a specific manner" is entirely consistent with *Kaukauna* and *Richmond*.

4. A Conflict In Reasoning Exists

PNM notes that the D.C. Circuit has never directly passed on the issue presented by this Petition. PNM Brief at 13-16. Gallup had not claimed the contrary but instead merely pointed out that the Commission decisions below, by seizing on contractual language recognizing the possibility of regulatory change to support a finding that the PNM-Gallup agreement was not for a single fixed rate, employed reasoning that conflicted with decisions of the D.C. Circuit. Gallup Petition at 12-14.

The D.C. Circuit's decisions on whether a utility could unilaterally increase rates considered and rejected the identical argument raised by the Commission herein and adopted by the Tenth Circuit, i.e., that a contract expressly made subject to regulatory authority is not a fixed rate contract. The D.C. Circuit concluded that this argument was without merit because *under the law* every electric power contract must contemplate such authority, *Richmond*, 481 F.2d at 499. It is the Tenth Circuit's acceptance of this argument that creates the conflict in reasoning noted by petitioner.

5. The Commission Has Not Been Consistent

Respondent's contention that the Commission has consistently applied the reasoning adopted below, PNM Brief at 10-11, is erroneous.

The contracts before the Commission in *Carolina Power & Light*, 47 F.P.C. 1 (1972), contained a provision which

> expressly recognizes that the schedule is subject to change by action of a regulatory body, and that the Government Customer Contracts contain a like recognition concerning the rate for deficiency energy.

Id. at 13-14.

Despite the presence of this contract language the Commission held that:

> because of the *Sierra* decision, it would not be enough to show in a proceeding under Section 206(a) that Carolina's rate to the Cooperatives is unprofitable. To achieve a change in the rate fixed by contract, the more stringent test set forth in *Sierra* would have to be met.

Id. at 4-5.

A comparison of the Commission decision in *Carolina Power & Light* with the Commission decision below shows that the Commission is acting completely arbitrarily in its handling of *Mobile-Sierra* cases.

6. The Gallup-PNM Contract Is Indistinguishable From The Contract Before This Court In *Sierra*

The Commission claims the PNM-Gallup contract is distinguishable from the contract before this Court in *Sierra*. This contention is based on Article II of the PNM-Gallup contract and the fact that the *Sierra* contract referred to change by a state, as opposed to a federal, agency. (Commission Brief at 6).

The Commission's arguments are unpersuasive. Article II merely preserves for Gallup an option to terminate the agreement in the event the Commission should raise rates after making the public interest finding required by *Sierra*.

The frivolousness of this attempted distinction is demonstrated by the Commission's own action in *West Texas Utilities Co.*, FERC Docket Nos. ER80-38 and ER80-121

(issued June 16, 1980).[4] In *West Texas* the Commission expressly held that the *Sierra* burden of proof was applicable to a contract that contained a termination clause.[5] Reply App. 7a. In light of *West Texas*, the Commission's attempted distinction of the Gallup-PNM contract based on the termination clause of the agreement is totally frivolous, arbitrary and capricious.

The fact that the two contracts mention different regulatory agencies is a distinction without a difference. The reasoning followed by the Commission leads to the conclusion that whether a contract is deemed to be "fixed-rate" depends upon what agency the parties are before. (Commission Brief at 6). It is extremely unlikely that this Court in *Sierra* created such an illogical distinction.

The Commission's argument is that if the *Sierra* contract referred to change by "order of the FPC," or "appropriate regulatory body" the Supreme Court would have concluded that the intent of the parties was to permit change pursuant to Section 206(a) of the Federal Power Act. The argument, however, allows a "just and reasonable" standard of proof,

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[4] Reprinted in the Appendix to this reply. Reply App. 5a.

[5] Article 3

> (a). . . It is understood and agreed, however, that this rate schedule is expressly subject to change by such governmental regulatory or other body as may have jurisdiction in the matter.
>
> (b) In the event Company obtains a change in its retail rates generally in effect over its system and based thereon propose that the above Rate schedule be changed, Company will give City sixty (60) days written notice prior to the proposed effective date of the change. In the event the parties hereto cannot agree on the proposed change, Company may place the proposed change into effect six (6) months from the date City was notified of the proposed change and City may terminate this contract by giving twenty-four (24) months written notice within one hundred and twenty (120) days after the effective date of the rate change.

Reply App. 5a and 6a.

rather than the far heavier burden of proof enunciated in the *Sierra* decision. Gallup respectfully submits that the Commission's explanation is implausible, and impugns the intellect and judicial reasoning of the Supreme Court.

Certainly, the Supreme Court carefully reads contracts which are before it in cases on review. Consequently, when the Supreme Court imposed the heavy burden of proof in the *Sierra* case, it was aware that the underlying contract contained language providing for change by regulatory order. If that language could be interpreted to mean that the parties intended change upon a showing that some other rate was just and reasonable, the Commission in effect suggests that the Supreme Court failed to recognize the parties' intent and that the Court permitted a fundamental change in the parties' substantive relationship due to a change of regulatory jurisdiction. The only alternative explanation would be that the parties deliberately incorporated in the contract reference to a regulatory body which *did not have jurisdiction* to effect changes in rates. In other words, they deliberately incorporated in the contract a clause which was substantive nullity. Gallup respectfully submits that both interpretations are absurd.

The simple fact of the matter is that the regulatory change language in the Sierra contract constituted "boiler plate" acknowledgment of regulatory authority, that is virtually indistinguishable from the "boiler plate" acknowledgment of such authority contained in the Gallup contract. In the *Sierra* case, the Supreme Court imposed the heavy burden of proof as a condition precedent to setting aside the contract rate not because the parties had *failed* to state that the rates could be changed by the Federal Power Commission, but because the parties had agreed that the rates could be changed *only* by mutual agreement or an order entered by the appropriate regulatory body in the public interest.

The basic fault with the Commission's contract analysis lies with the underlying assumption that the *Sierra* rule is ap-

plicable only to fixed rate contracts. (Commission Brief at 5-6). Petitioner asserts that there is no support for this assumption in any decision of this Court including *Sierra*.

In essence the issue presented by this petition is whether agencies will be permitted to ignore Supreme Court precedent simply by asserting legally frivolous distinctions. All agency adjudications will, in some way, be distinguishable from all previous adjudication. If an administrative agency, which openly states that it disagrees with a decision of this Court, *see* Gallup Petition at 16, is allowed to avoid that decision by making distinctions as meritless as in the instant case, then the value of Supreme Court precedent will be nil. If the decisions below go unreviewed this Court will be inviting agencies to refuse to follow the dictates of the Supreme Court whenever an agency disagrees with this Court's conclusions. This Court must refuse to declare such an open season on its own authority.

CONCLUSION

For all the foregoing reasons, Petitioner respectfully requests that a writ of *certiorari* issue forthwith to the Tenth Circuit Court of Appeals.

Respectfully submitted,

CHARLES F. WHEATLEY, JR.
WHEATLEY & WOLLESEN
1112 Watergate Office Bldg.
2600 Virginia Avenue, N.W.
Washington, D.C. 20037

APPENDIX

IN THE
UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 77-3452

LOUISIANA POWER & LIGHT COMPANY, *Petitioner,*

v.

FEDERAL ENERGY REGULATORY COMMISSION, *Respondent.*

STIPULATION
(January 20, 1978)

WHEREAS:

1. In its orders of September 30, 1977 and November 21, 1977 the Federal Power Commission ordered a hearing under Section 206 of the Federal Power Act on whether a rate proposed by the Louisiana Power & Light Company is reasonable, meets other standards of Section 206 of the Federal Power Act and should be instituted following hearing.

2. The Cities of Winnfield, Vidalia and Jonesville contend that the Commission should have ordered a hearing under a different standard. The Cities contend the Commission should have ordered a hearing under a different standard. The Cities contend the Commission should have ordered a hearing to determine whether existing contract rates are so low as to jeopardize LP&L's continued service, and are thereby contrary to the public interest.

3. All parties agree that appeal of that portion of the Commission's Order at this time would be premature because the Cities are not presently aggrieved within the meaning of Section 313(b) of the Federal Power Act, 16 U.S.C. §825 *l*(b). See *Public Service Company of New Mexico* v. *F.P.C.*, 557 F.2d 227, 232-3 (10th Cir., 1977).

THEREFORE:

The Louisiana Power & Light Company, the Cities of Winnfield, Vidalia and Jonesville, Louisiana (hereinafter Cities), and the Federal Energy Regulatory Commission through their attorneys hereby stipulate that no signatory hereto will contend, if and when cities seek to appeal said decision at a time when they are aggrieved, that such appeal is untimely because the Cities should have appealed from the Commission's order of November 21, 1977.

This stipulation is made pursuant to Rule 33 of the Federal Rules of Appellate Procedures.

Date: Jan. 17, 1978 Signed: WALLACE E. BRAND
Attorney for the Cities of Winnfield, Vidalia and Jonesville, Louisiana

Date: Jan. 17, 1978 Signed: RICHARD M. MERRIMAN
Attorney for Louisiana Power & Light Company

Date: Jan. 17, 1978 Signed: PHILIP R. TELLEEN
Attorney for the Federal Energy Regulatory Commission

Date: _____ Approved: _____

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing Stipulation upon the persons listed below by depositing a copy in the United States mail, postage prepaid.

Dated at Washington, D.C. this 17th day of January 1978.

WALLACE E. BRAND
Wallace E. Brand

ANDREW P. CARTER, ESQ.
MONROE & LEMANN
Whitney Building
New Orleans, Louisiana 70130

REID & PRIEST
1701 K Street, N.W.
Washington, D.C. 20006

JOHN SCHWAB, ESQ.
P.O. Box 3036
Baton Rouge, Louisiana 70821

PHILIP R. TELLEEN
Assistant Solicitor
Federal Energy Regulatory Commission
825 N. Capitol Street, N.E.
Washington, D.C. 20426

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Docket Nos. ER80-38 and ER80-121

Before Commissioners:
CHARLES B. CURTIS, *Chairman;* GEORGIANA SHELDON, and GEORGE R. HALL.

WEST TEXAS UTILITIES COMPANY

Order Denying Application For Rehearing

(Issued June 26, 1980)

March 13, 1980, West Texas Utilities Company (WTU) filed an application for rehearing of the Commission's suspension order issued February 4, 1980.

In the suspension order the Commission denied WTU's request for rate change relief from City of Sonora under Section 206 of the Federal Power Act. The ground of denial was that increased rates to Sonora are allowable, under the present contract between the parties, only upon its expiration or renegotiation or to reflect a retail rate change generally in effect on WTU's system.

WTU contends that the Commission erred in denying its request on the ground that subsection (a) of Article 3 of its "Agreement for Electric Service to the City of Sonora"[1] is

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[1] Article 3

(a). . . It is understood and agreed, however, that this rate schedule is expressly subject to change by such governmental regulatory or other body as may have jurisdiction in the matter.

(b) In the event Company obtains a change in its retail rates generally in effect over its system and based thereon proposes that the above Rate schedule be changed, Company will give City sixty (60) days written notice prior to the proposed effective date of the

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nearly identical to the contractual language at issue in *Public Service Co. of New Mexico* v. *FPC*, 557 F.2d 227 (10th Cir. 1977),[2] on the basis of which the Commission ordered a Section 206 proceeding to determine a just and reasonable rate for PNM's service to City of Gallup. The Commission determination was that the *Sierra-Mobile* burden of proof[3] did not

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change. In the event the parties hereto cannot agree on the proposed change, Company may place the proposed change into effect six (6) months from the date City was notified of the proposed change and City may terminate this contract by giving twenty-four (24) months written notice within one hundred and twenty (120) days after the effective date of the rate change.

[2] Article XII of the PNM/Gallup contract, which WTU contends is analogous to Article 3(a) of the WTU/Sonora contract, provides:

The contract including tariff made a part hereof, shall at all times be subject to such changes or modification as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to require such changes or modifications. (557 F.2d at 228).

Article II of the PNM/Gallup contract provides:

Notwithstanding the earliest effective date of termination (July 1, 1977) as set forth in Article II (Term) above, should the rates charged herein to the Consumer by the Company be increased for any reason whatsoever other than fuel cost or tax adjustments provided for herein, then and in that event, the Consumer shall immediately have the option within ninety (90) days after the Consumer is given notice of such rate increased to terminate this agreement; provided, however, that the Company will supply for a two (2) year period thereafter such power and energy in accordance with the new or increased rates as may be requested by Consumer from time to time up to the amount specified in Article IV hereof. (557 F.2d at 299).

[3] *FPC* v. *Sierra Pacific Power Co.*, 350 U.S. 348 (1956); *United Gas Pipe Line Co.* v. *Mobile Gas Service Corp.*, 350 U.S. 332 (1956). In the *Sierra* opinion at 355, the burden is described as a showing that the contract rate "is so low as to adversely affect the public interest-as where it might impair the financial ability of the public utility to continue its service, cast upon other customers an excessive burden, or be unduly discriminatory."

apply for a rate change under Section 206 because rate changes by the FERC were envisioned in Article XII of the PNM/Gallup contract.

In its response filed May 2, 1980, Sonora relies upon subsection (b) of Article 3 in countering that rate changes other than ones occasioned by renegotiation or termination of the contract are permitted under the contract only when necessary to preserve the competitive relationship between Sonora and WTU in retail markets. Any other proposed changes fall within the scope of the *Sierra-Mobile* burden, above. We agree.

The differences, rather than the similarities in the contractual language at issue in the two cases, are dispositive of the dispute here. Although the WTU/Sonora and the PNM/Gallup contracts both include provisions for notice of rate change and for termination by the customer in the event of such change, the language in Article 3(b) of the WTU/Sonora contract apparently was included to preserve the relative competitive position of the parties in the retail markets. The subsection expressly limits rate changes to those proposed:

> (i)n the event Company obtains a change in its retail rates generally in effect over its system. . . .

Article 3(b); "Agreement for Electric Service to the City of Sonora." No such limitation was in the PNM/Gallup contract. Instead, that contract provided for rate changes proposed:

> *for any reason whatsoever* other than fuel cost or tax adjustments provided for herein. . . .

557 F.2d 229; emphasis added. Thus, although both contracts provide for notice and termination procedures in the event of a rate change, the scope of rate changes allowable under the WTU/Sonora contract is restricted to three specifically iden-

tified circumstances,[4] while the scope of rate changes allowable under the PNM/Gallup contract is virtually infinite.

WTU also contends that subsections (a) and (b) of Article 3 are independent provisions setting forth separate methods to effectuate changes in the contract rate to Sonora. WTU notes that at the time the contract became effective it was not subject either to FERC or to Texas Public Utility Commission (TPUC) jurisdiction. Article 3 is explained as a statement of anticipation of possible regulatory jurisdiction during the term of the contract and, therefore, provides in subsection (a) a mechanism for rate changes additional to subsection (b).

We disagree. While Section (a), standing alone, might be interpreted as WTU suggests, we believe that it is qualified by Section (b). We view Article 3 as an integrated set of provisions for the effectuation of rate changes; subsection 3(a) recognizes potential regulatory forums to administer such changes and subsection 3(b) identifies factual prerequisites for effectuation of any rate changes, whether administered by the FERC or by the TPUC, or otherwise.

Our approach to the WTU/Sonora contract is like that in *Richmond Power & Light Co.* v. *FPC*, 481 F.2d 490 (D.C. Cir. 1973),[5] where the Court looked to the competitive relationship between the parties as a guide to the interpretation of their contract language:

> The parties to this particular contract each had certain interests it sought to protect in drafting the provision under discussion. . . . We see no reason why the integrity of this contractual undertaking is any less deserving of protection under the Act than one for a single fixed rate.

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[4] *Viz*, upon the expiration or renegotiation of the contract or to reflect a retail rate change generally in effect on WTU's system.

[5] *cert. denied sub nom. Indiana and Michigan Electric Co.* v. *Anderson Power & Light Co.*, 419 U.S. 1068 (1973)

481 F.2d at 497. Outside of termination, renegotiation, or general retail rate increases, proposed changes to the WTU/Sonora contract rate are subject to the *Sierra-Mobile* burden of establishing the existence of public interest considerations sufficiently compelling to disturb the contractual relations of the parties. Since WTU's request for rate relief from Sonora is based neither upon the allegation that rate relief is in conformity with any of the three prerequisites in Article 3(b), nor upon the allegation that the contract rate is so low as to adversely affect the public interest, we shall deny the application for rehearing.

The Commission orders:

(A) The application for rehearing is denied.

(B) The Secretary shall promptly publish this order in the Federal Register.

By the Commission.

(SEAL)

/s/ LOIS D. CASHELL
Lois D. Cashell,
Acting Secretary